

2. Upon information and belief, Defendant NIKOLAOS ANASTASIOU (hereinafter “Defendant Anastasiou” or “ANASTASIOU”) is an individual over the age of eighteen (18) years of age, residing in Athens, Greece with a residence at 2 Spetson Str, 14565 Agios Stefanos, Athens, Greece, and 17 Voreiou Ipeirou Street, Acharnai, Attiki, Greece.

3. Upon information and belief, Defendant EPEXYL MANUFACTURING, TRADING AND INSTALLATION OF WOODEN CONSTRUCTIONS S.A. (hereinafter Defendant Epexyl S.A. or EPEXYL S.A.), is a Greek company (*Societe Anonyme*) with its registered office at 17 Voreiou Ipeirou Street, Acharnai, Attiki, Greece and an address at 2 Spetson Str., 14565 Agios Stefanos, Athens, Greece.

4. Upon information and belief, Defendant EPEXYL USA, INC. (hereinafter “Defendant Epexyl USA” or “EPEXYL USA”) is a Delaware corporation, with an address at 251 Little Falls Drive, Wilmington, DE 19807.

II. JURISDICTION AND VENUE

5. Federal jurisdiction exists pursuant to 28 U.S.C. 1332 (a)(1), as Plaintiff is an individual residing in the State of New York, Defendant ANASTASIOU is an individual residing in Athens, Greece, Defendant Epexyl S.A. is a Greek Company (*Societe Anonyme*) with its registered address in Athens, Greece and Defendant Epexyl USA is a Delaware corporation with its headquarters in Wilmington, Delaware. Therefore, complete diversity of citizenship exists. The amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.

6. Venue in the United States District Court for the Southern District is proper pursuant to 28 U.S.C. § 1391 because Plaintiff is located in this District, a substantial part of

the events or omissions on which the claims asserted herein are based occurred in this District and, on information and belief, the subject contract was executed in the District.

III. GENERAL AVERMENTS

7. On or about January 5, 2018, Plaintiff and Defendants ANASTASIOU and EPEXYL S.A. entered into an agreement (the “Agreement”) where Plaintiff would be the legal representative of Defendants ANASTASIOU and EPEXYL S.A.

8. The legal services agreed upon by Plaintiff and Defendants ANASTASIOU AND EPEXYL S.A were to expand Defendant EPEXYL S.A.’s business in the United States, by, among other things, creating a local U.S. company which would be affiliated with EPEXYL S.A., and deal with related business, commercial and day- to- day operational matters.

9. As part of the Agreement, the hourly rate the parties agreed Defendants would pay Plaintiff for her legal services was three-hundred and seventy-five dollars (\$375).

10. On or about March 31, 2020 the Attorney-Client relationship between Plaintiff and the Defendants came to an end.

11. Over the course of the two (2) years that Plaintiff served as the legal representative for the Defendants, Plaintiff worked an estimate of one hundred ninety-three (193) hours.

12. Throughout the course of the professional relationship between Plaintiff and the Defendants, Plaintiff sent five (5) separate invoices to the Defendants for the work performed.

13. Each of these five (5) invoices were fully detailed, describing with precision what was the work performed to the fraction of the hour.

14. Each of these five (5) invoices were sent to the Defendants prior to the culmination of the attorney-client relationship between the parties.

15. All but one of the five (5) invoices are owed by the Defendants, totaling an amount of seventy-three thousand three hundred and eighty-seven dollars (\$73,387).

COUNT I
BREACH OF CONTRACT

16. Plaintiff hereby repeats and realleges the allegations contained in Paragraphs 1–15 as though fully set forth at length herein.

17. An enforceable agreement existed at all times between Plaintiff and the Defendants whereby Plaintiff would perform legal services for the Defendants and in return she would be compensated according to the established and agreed upon hourly rate of three-hundred and seventy-five dollars (\$375).

18. Plaintiff performed all material conditions, covenants, and promises required to be performed on its part in accordance with the terms and conditions of the parties' Agreement.

19. At no time during the Attorney-Client relationship did the Defendants ever object the Agreement for the legal services between the parties nor did Defendants ever object the invoices sent by Plaintiff.

20. In fact, the Defendants did make payment to one (1) of the five (5) invoices remitted to them with no objection to the matter.

21. It wasn't until the Attorney-Client relationship ended that the Defendants unilaterally decided the Agreement between the parties lost its legal enforcement on them.

22. Defendants have breached the terms of the Agreement by refusing vehemently on issuing payment on the outstanding invoices rightfully owed to Plaintiff.

23. As a direct result of Defendants' breach, Plaintiff has incurred actual and consequential damages in an amount to be determined at trial, but in no event less than

\$75,000.00.

COUNT II
UNJUST ENRICHMENT

24. Plaintiff hereby repeats and realleges the allegations contained in Paragraphs 1 – 23 as though fully set forth at length herein.

25. Defendants have been enriched by their deception as against Plaintiff.

26. Defendants were enriched at the expense of Plaintiff.

27. It is against equity and good conscience for Defendants to retain the proceeds of their deceptive acts.

28. As a direct result of Defendant's enrichment, Plaintiff has incurred damages in an amount to be determined at trial, but in no event less than \$75,000.00.

COUNT III
QUANTUM MERUIT

29. Plaintiff hereby repeats and realleges the allegations contained in Paragraphs 1 – 28 as though fully set forth at length herein.

30. Plaintiff and Defendants entered into an agreement regarding legal services to be provided by Plaintiff and paid by Defendants upon receipt of the invoices.

31. Plaintiff substantially completed all the services required by her to perform.

32. Defendants have not upheld their part of the agreement by purposely refusing to emit payment to Plaintiff for services she provided during the two (2) years the attorney-client relationship lasted.

WHEREFORE, Plaintiff prays as follows:

(a) On Count One of her Complaint, for actual and consequential damages in a sum according to proof at trial, in excess of \$75,000 exclusive of interest and costs;

(b) On Count Two of her Complaint, for actual and consequential damages in a sum

according to proof at trial, in excess of \$75,000 exclusive of interest and costs;

(c) On Count Three of her Complaint, for damages in a sum according to proof at trial, in excess of \$75,000 exclusive of interest and costs;

(d) For pre- and post-judgment interest;

(e) For costs incurred herein; and

(f) For such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiff Anna Giabourani, an individual, hereby demands a jury trial.

Dated: August 7, 2020
Astoria, New York

Respectfully submitted,

PARDALIS & NOHAVICKA, LLP

/s/Joseph D. Nohavicka

Joseph D. Nohavicka, Esq. (JN2758)

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